

December 17, 2018 7:00 P.M.

JONES COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET

TRENTON, NC 28585

MINUTES

COMMISSIONERS PRESENT:

Mike Haddock, Chairman
Frank Emory, Vice-Chairman
Sondra Ipock-Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Dunn, Jr., Commissioner
Charlie Gray, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Angelica Hall, Clerk
Brenda Reece, Finance Officer
Dave Baxter, County Attorney

COMMISSIONERS ABSENT:

The Chairperson called the meeting to order and Commissioner Charlie Gray gave the invocation. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner April Aycock and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner Charlie Gray, seconded by Commissioner James Harper, and unanimously carried **THAT** the minutes for the Regular Meeting on December 3, 2018 be **APPROVED** as presented.

PUBLIC COMMENT PERIOD:

Mr. Tommy Moore, Pollocksville, spoke to the Board about property he purchased approximately two years ago. Mr. Moore is requesting a review of the value because he feels it is listed too high.

Ms. Gail Thomas requested another update on the buyouts.

1. BOARD APPOINTMENTS

Mr. Franky Howard, County Manager, presented the Board with the completed list of Commissioner Board appointments that was reviewed during the Workshop on December 10, 2018. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the Board appointment with the addition of Mr. Charlie Dunn Jr. as the alternate to the Economic Development Board be **APPROVED** as

presented. A copy of the appointed board list is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

2. 134 INDUSTRIAL DRIVE LEASE

Mr. Franky Howard, County Manager, presented a revised lease to allow Aaron Avery and Hampton Peterman to take over the Business Center space that was formerly occupied by 3rd Rock Brewing Co. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Charlie Dunn, Jr., and unanimously carried **THAT** the revised lease be **APPROVED** as presented. A copy of the revised lease is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

3. BI-WEEKLY NEWS TALK SHOW FOR JONES COUNTY

Mr. Franky Howard, County Manager, provided the Board with an update on the proposal for the Bi-weekly news talk show for Jones County. Mr. Howard explained how this is a good news outlet that will focus solely on Jones County. **MOTION** made by Commissioner James Harper, seconded by Commissioner April Aycock, and unanimously carried **THAT** the process to begin the Bi-weekly News Talk Show For Jones County be **APPROVED** as presented.

4. BUDGET AMENDMENT #6

Mr. Franky Howard, County Manager, presented the Board with Budget Amendment #6 to keep the County in line with expenditures. **MOTION** was made by Commissioners Sondra Ipock-Riggs seconded by Commissioner Frank Emory, and unanimously carried **THAT** Budget Amendment #6 be **APPROVED** as presented. A copy of the Budget Amendment is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

5. TAX COLLECTION REPORT

Mr. Franky Howard, County Manager, presented the Board with the Tax Collection Report for November 2018. This is information only. A copy of the report is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

COUNTY MANAGER'S REPORT

- Documentation was submitted to the State for 111 properties for buyout.
- Approximately \$17 million total value of all property submitted
- Accident with a fatality on SR1002 and Hwy 41 crossing.

COMMISSIONER'S REPORTS

Commissioner April Aycock expressed concerns about the safety issues on SR1002/Hwy 41 and what can be done to prevent any more accidents.

MOTIONS was made by Commissioner April Aycock, seconded by Commissioner Charlie Gray, and unanimously carried to contact International Paper, NC State, EPA, Soil and Water in efforts to initiate talks regarding the flooding in the County.


Commissioner Charlie Dunn Jr. requested information about the RISE organization.

Commissioner Charlie Gray expressed concerns about SR1002/Hwy 41 and having lights installed.

PUBLIC COMMENT

None

MOTION made by Commissioner Charlie Gray, seconded by Commissioner April Aycock, and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:00 p.m.


Mike Haddock
Chairman

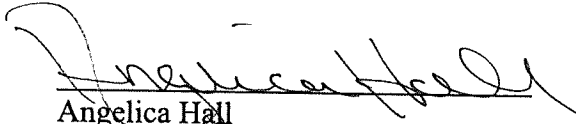

Angelica Hall
Clerk to the Board

EXHIBIT A

BOARD	NOMINEE	ALTERNATE
Aging Advisory Committee (Senior Center)	Sondra Ipock-Riggs	
ABC Board	James Harper	
DSS Board	April Aycock	
Down East RPO/TAC (Rural Planing, Technical Advisory Council, Reviews Regional Transportation Projects	James Harper	
Trillium Health Resources (Mental Health)	Charlie Dunn Jr.	
East Carolina Council of Governments	Frank Emory	
Workforce Development	Charlie Gray	
Economic Development	Frank Emory	Charlie Dunn Jr.
Fire/EMS	Sondra Ipock-Riggs	
	April Aycock	
Health Board	Charlie Dunn Jr.	
Juvenile Crime Prevention (JCPC)	Charlie Dunn Jr.	
Nursing and Adult Home Community Advisory Council	Sondra Ipock-Riggs	
Planning Board	Mike Haddock	
Friends of Brock Mill Pond	Mike Haddock	
ACT (Allies for Cherry Point's Tomorrow)	April Aycock	Frank Emory
Civilian Military Community Council (MCAS Cherry Point)	Frank Emory	James Harper
Filling Station Advisory Board	Charlie Dunn Jr.	
Recreation Department Board	James Harper	

EXHIBIT B

NORTH CAROLINA

JONES COUNTY

LEASE AGREEMENT
(realty and equipment)

THIS **LEASE AGREEMENT**, entered into as of the Contract Date, and effective as of the Effective Date, by and between **JONES COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter referred to as "Landlord"); and **Big Game Brewing LLC**, a North Carolina limited liability company (hereinafter referred to as "Tenant").

WITNESSETH:
ARTICLE 1

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in the Agreement in exact form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1 **"Agreement"** - means and refers to this Lease Agreement, and any amendments hereto.

1.2 **"Contract Date"** - means and refers to the 17th day of December, 2018.

1.3 **"Effective Date"** - means and refers to 17 day of December, 2018.

1.4 **"Equipment"** – means the equipment and other items listed on **Schedule A** attached hereto and which are located on the Leased Premises.

1.5 **"Hazardous Material"** – means and refers to any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of state or federal environmental regulations or laws, or listed as such by the Environmental Protection Agency.

1.6 **"Landlord"** - means and refers to Jones County, a body politic and corporate of the State of North Carolina.

1.7 **"Leased Premises"** or **"Premises"** - means and refers to that certain space located at the Jones County Incubator Building, 134 Industrial Park Drive, Trenton, North Carolina 28585, said leased premises being (a) that area referred to as the "Production Area" consisting of seven thousand (7,000) square feet, more or less, (b) that area referred to as the "Wet Lab" consisting of

two hundred ninety-four (294) square feet, more or less.

1.8 "Parties" - means and refers to Landlord and Tenant, collectively.

1.9 "Tenant" - means and refers to Big Game Brewing LLC

ARTICLE 2

Recitals

The following recitals are incorporated herein as an integral part of this Agreement:

2.1 Landlord desires to lease the Leased Premises and Equipment to Tenant.

2.2 Tenant desires to lease the Leased Premises and Equipment from Landlord.

2.3 The Parties hereto desire to enter into this Agreement in order to set forth the terms and conditions of and the Parties' responsibilities, understandings and duties in connection with this Agreement.

ARTICLE 3

Lease

Landlord does hereby lease to Tenant the Leased Premises and Equipment, and Tenant accepts the same, all based upon the terms and conditions contained herein.

ARTICLE 4

Term

4.1 **Term**. The initial term of this Agreement shall begin on the Effective Date and extend through December 16th 2019 ("Initial Term"), unless sooner terminated or extended. Provided that Tenant is not then in default, Tenant shall have the option to renew this Lease for an additional sixty (12) months (hereinafter "Extended Term"), provided it notifies Landlord in writing of such intention at least one hundred twenty (120) days prior to the expiration of the initial lease term. During the Extended Term, the terms of this Agreement shall remain the same, except for monthly rent as more particularly set forth in Section 5.2 below.

4.2 **Termination**. After the expiration of the term of this Agreement, Tenant shall clean and repair the Leased Premises and Equipment and surrender the same to Landlord in as good a condition as that existing at the time of Tenant's initial occupancy, normal wear and tear excepted.

In conjunction therewith, Tenant shall remove all signs from the Leased Premises, including but not limited to lettering on plate glass windows.

4.3 Termination for Cause. Either party shall have the right to terminate this Agreement “for cause” prior to the expiration of the Initial Term or Extended Term, and in such event, in accordance with Article 12 of this Agreement.

ARTICLE 5

Rent; Security Deposit

5.1 Initial Term. Starting April 1, 2019 through September 30, 2019 Tenant shall pay to Landlord as rent for the Leased Premises and Equipment the sum of \$2,500 per month, in advance, on the first day of each calendar month, at such place as Landlord may direct, with rent for any partial month to be prorated. All rent payments are due by the first of each calendar month. Starting September 1, 2019 through the end of the Initial Term (December 31 2019) of this Agreement, Tenant shall pay to Landlord as rent for the Leased Premises and Equipment the sum of \$5,000 per month, in advance, on the first day of each calendar month,

5.2 Extended Term. In the event that Tenant elects to extend this Agreement under Section 4.1 above, then the Parties shall in good faith negotiate a new rental amount, in no event to be less than fair market value. If the Parties are unable to agree in writing on the new rent amount by the beginning date of the Extended Term, the Lease shall terminate on the last day of the Initial Term.

5.3 Security Deposit. Intentionally omitted.

ARTICLE 6

Use of Premises and Equipment

6.1 Permitted Uses. Tenant shall utilize and occupy the Leased Premises and Equipment for the manufacturing, distribution and sale of beer, including on-site sales and consumption, and activities incidental thereto and for no other purpose except as Landlord may from time to time agree with Tenant in writing. Tenant shall not remove any of the Equipment from the Premises.

6.2 Janitorial Services. Landlord shall provide janitorial services for the common areas, but consisting of only routine vacuum cleaning or dust mopping floors, cleaning exterior windows and entrance doors, and specifically excluding the Leased Premises.

6.3 **Common Area Access.** Landlord shall furnish to Tenant and its agents, employees and invitees, subject to reasonable restrictions on the use thereof as may be determined by the Landlord, non-exclusive access to common areas, including the main foyer and restroom facilities.

6.4 **Conference Rooms.** Landlord shall provide to Tenant reasonable use of the Business Center conference room facilities on a first scheduled, first serve basis in accordance with Landlord's policies, as such policies may be determined and amended from time to time in Landlord's discretion.

6.5 **Business Equipment Access.** County shall provide to Tenant use of the Business Centers business equipment, if any, which may include a facsimile machine, copier and audio video equipment on a first scheduled, first serve basis in accordance with Landlord's policies, as such policies may be determined and amended from time to time in Landlord's discretion.

6.6 **Management and Other Training.** Landlord shall endeavor to assist Tenant, in arranging training courses on site. It is anticipated that such training will be done in association with the Jones County Campus of Lenoir Community College (LCC). LCC may charge a fee to Tenant for this training.

6.7 **Business Center Use Policies.** Landlord may adopt, and thereafter amend, without notice to Tenant, rules, regulations and policies related to for the use of the Business Center, common areas, and the Leased Premises. In addition to such rules, regulations and policies, the following terms and conditions apply to the Business Center, common areas, and Leased Premises:

A. **Smoking.** Smoking shall not be allowed anywhere within the Leased Premises, common area, or the Business Center, except in such areas that may be designated by the Landlord.

B. **Air Conditioning and Heating.** Air conditioning and heating shall be available daily on normal work days from 8:00 a.m. to 5:00 p.m., at a level in the Landlord's judgment to be comfortable for occupancy and use of the Leased Premises under normal business operations during the usual seasons thereof. Otherwise, the Landlord may reduce the level of air conditioning or heat at its discretion. Tenant shall not be allowed to use any artificial means of air conditioning or heat, including space heaters, without the expresses written

permission of the Landlord.

ARTICLE 7

Improvements; Repairs; Renovations

7.1 Except as hereinafter otherwise provided, the Landlord at its sole cost and expense, shall maintain and keep in good repair the foundation, mechanical, electrical, exterior and supporting walls, plumbing, HVAC, and roof; provided however that the cost of any repairs required to the Leased Premises as a result of the negligence or willful act of Tenant or Tenant's employees, agents or invitees shall be paid solely by Tenant.

7.2 Tenant at its sole cost and expense shall maintain and keep in good repair the Equipment and all other portions of the Leased Premises. Tenant shall use all reasonable precautions to prevent waste, damage, or injury to the Premises and Equipment and shall keep the Premises, including all bath and plumbing fixtures, in a clean and sanitary condition and in conformity with all laws, statutes, ordinances, regulations, and other requirements of any governmental authority having jurisdiction thereof.

7.3 All repairs and replacements shall be of quality and class at least equal to the quality and class of the Leased Premises at the time of entry by Tenant, ordinary wear and tear excepted.

7.4 Tenant at its sole cost and expense shall have the right to make renovations, additions and improvements of or to the Leased Premises at any time and from time to time in accordance with plans and specifications submitted to and approved in writing by Landlord, which approval Landlord may withhold for any reason. Landlord shall also have the right to approve any contractor making such renovations, additions and improvements, which approval Landlord may withhold for any reason.

7.5 Any and all repairs, replacements, renovations, additions or improvements of or to the Leased Premises or Equipment shall be and become the property of the Landlord and shall remain to be surrendered as part of the Leased Premises, without cost to the Landlord upon expiration of the term of this Agreement or any extension thereof; provided however, that at anytime prior to the expiration of the term or any extensions of term, Tenant may remove such fixtures owned and installed by it as may be affixed to the Leased Premises provided such removal can be effected without materially damaging the Leased Premises. Any damage, whether material or otherwise, upon the removal of said fixtures shall be immediately repaired at the expense of

Tenant. Landlord shall also have the right to approve any contractor making such repairs, replacements, renovations, additions or improvements, which approval Landlord may withhold for any reason.

ARTICLE 8

Signs

Tenant shall be allowed to maintain signage upon the Leased Premises, subject to Landlord's consent, which consent shall not be unreasonably withheld. The cost of any and all signs shall be borne by the Tenant. Tenant shall apply for any necessary governmental permits.

ARTICLE 9

Subordination

Tenant agrees that this Agreement shall be subordinate to any mortgages or deeds of trust ("Security Instruments") that may now, or hereafter, be placed upon the Leased Premises, to any and all advances made or to be made under said Security Instruments and the promissory notes and other obligations secured by such Security Instruments, and to all amendments, renewals, replacements and extensions to and of said Security Instruments, promissory notes and obligations.

ARTICLE 10

Ad Valorem Taxes

Tenant shall be responsible for, and timely pay each year during the term of this Agreement, and any extension thereof, on or before the last day on which payment may be made without penalty or interest, all ad valorem taxes, assessments and other governmental charges assessed by any lawful authority against any personal property and fixtures owned or possessed by Tenant and located at or on the Leased Premises, including the Equipment.

ARTICLE 11

Utilities and Services

Tenant shall be responsible for all utilities and similar services, including but not limited to, water, sewer, electricity, natural gas, telephone, telecommunications, solid waste disposal, pest control, and janitorial maintenance, incurred by Tenant at or relating to the Leased Premises.

Tenant shall have all utility accounts in their name and not billed through the Landlord.

ARTICLE 12

Default

12.1 This Agreement is made upon the express condition that if the Tenant fails to pay the rental amount reserved hereunder or any part thereof after the same shall become due, and such failure shall continue for a period of ten (10) days after notice thereof from the Landlord to the Tenant, or if the Tenant fails or neglects to perform, meet, or observe any of the Tenant's other obligations hereunder, and such failure or neglect shall continue for a period of thirty (30) days after notice thereof from the Landlord to the Tenant, then Landlord may, at the Landlord's option and without prejudice to any other remedy or right of action that Landlord may have by reason of such default, either: (a) Terminate this lease by giving written notice thereof to Tenant, and thereupon, or at any time thereafter, re-enter the Premises, evict Tenant, and take possession of the Premises and Equipment, without service of notice or resort to any legal proceeding, and recover from Tenant all damages proximately resulting from such default, including the cost of recovering the Premises and Equipment and the worth of the balance of this lease over the reasonable rental value of the Premises and Equipment for the remainder of the lease term, which sum shall be immediately due to Landlord from Tenant; or

(b) Bring an action for possession of the Premises and Equipment as provided by law, and recover from Tenant all damages proximately resulting from such default as set forth in subparagraph (a) above; or,

(c) In lieu of the above, or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this lease, including re-entry and reletting of the Premises and Equipment without termination of this lease, and recovery of all expenses of reletting, all reasonable expenses incurred in the alteration and repair of the Premises and Equipment, and the difference between the rent received by Landlord under the new lease agreement and the rent installments that are due for the same period under this lease, which sum shall be immediately due to Landlord from Tenant.

In addition to the foregoing, upon default, Landlord may (i) declare the entire amount of rent hereunder for the remainder of the term of this lease immediately due and

payable; and/or (ii) pursue any other lawful right or remedy incident to the relationship created by this lease. All of the foregoing remedies are cumulative and may be exercised concurrently or separately.

ARTICLE 13

Entry and Inspections

Landlord shall have the right to enter into, upon, over and under the Leased Premises during the term of this lease for the purpose of inspection, construction, repair or other emergency matters, or under government order or requirement. Prior to entering the Leased Premises for any non-emergency reason, Landlord shall give Tenant reasonable notice of the same.

ARTICLE 14

Hazardous Materials

Tenant warrants that it shall permit no installation or placement of Hazardous Material on the Leased Premises, that it shall permit no release of Hazardous Materials of any type, onto or from the Leased Premises in violation of any environmental law, and that Tenant shall indemnify and hold harmless the Landlord from and against all losses, expenses and claims of every kind (including but not limited to attorneys' fees and all other litigation costs) suffered by or asserted against it as a direct or indirect result of the presence or release of Hazardous Material, or failure to comply with any provisions of this Article 14.

ARTICLE 15

Indemnity and Insurance

15.1 Tenant shall, at its expense, maintain and carry insurance as follows:

Types of Insurance

Limits of Liability

Worker's Compensation

Statutory Worker's Compensation

Hazard Insurance on the Premises

\$2,000,000.00

Commercial General Liability

\$1,000,000.00

Tenant shall, upon request, furnish appropriate insurance certificates to Landlord. Tenant shall, at its expense, maintain and carry hazard insurance on the Equipment as required by Landlord from time to time. The policy or policies for all insurance shall be placed with reputable

insurance companies licensed to do business in the State of North Carolina. The hazard insurance shall name Landlord as the insured and the liability insurance shall name Landlord and Tenant as insured parties thereunder, and such policies shall provide that there shall be no cancellation or amendment thereof without ten (10) days' prior written notice to each named insured.

Tenant shall purchase whatever additional insurance is requested by Landlord, if available, from a carrier acceptable to both parties, provided the costs for such additional insurance are reimbursed by Landlord.

15.2 Tenant will indemnify and hold Landlord harmless for any loss suffered by Tenant, its agents, licensees and invitees, at the Leased Premises, regardless of the cause excluding any intentional act or negligence of Landlord or its agent.

ARTICLE 16

Notice Provision

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given by either hand delivery, or if mailed by a nationally-recognized courier service to the applicable address hereinafter stated, or to such other address as the parties may mutually agree upon:

Tenant

Big Game Brewing Company
134-B Industrial Park Drive
Trenton, North Carolina 28585

Landlord

Jones County
Attention: County Manager
418 Hwy 58 N Unit A
Trenton, North Carolina 28585

ARTICLE 17

Landlord/Tenant Relationship

The execution of this Agreement and the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant

the relationship of principal and agent, employer and employee, partnership, joint venture or any other relationship other than that of landlord and tenant.

ARTICLE 18

Holdover

In the event Tenant remains in possession of the Premises after the expiration of the term of this Agreement without the execution of a new agreement, Tenant shall occupy the Premises under a month-to-month tenancy subject to all the conditions of this Agreement in as much as the same are consistent with such tenancy. However, the rent during such period shall be two hundred percent (200%) of the rent of the month immediately prior to the holdover.

ARTICLE 19

Condemnation or Destruction of the Premises

In the event that twenty-five (25%) or more of the Leased Premises is destroyed or condemned, taken or appropriated by any public or quasi-public authority under the power of eminent domain, police power or similar, either party shall have the right to terminate this Agreement upon thirty (30) days written notice. Regardless of whether this Agreement is terminated hereunder, Landlord shall be entitled to any and all insurance, income, rent, award or interest which may be paid in connections with the destruction, condemnation or appropriation. Nothing herein shall prevent Tenant from bringing a separate action or proceeding for compensation for any of Tenant's property taken.

ARTICLE 20

Insolvency

Either party shall have the right, in its discretion, to declare the Agreement terminated, if:

20.1 By the order of a court of competent jurisdiction, a receiver, liquidator, custodian or trustee of the other party (hereinafter "Other Party"), shall be appointed and the order shall not have been discharged within sixty (60) days, or if, by decree of such a court, said Other Party shall be adjudicated insolvent or a major part of its property shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a

petition to reorganize the Other Party pursuant to the Federal Bankruptcy Code or any other similar statute, as now or hereinafter in effect, shall be filed against the Other Party and such petition shall not be dismissed within sixty (60) days after such filing, or the Other Party shall be adjudicated bankrupt or shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law; or

20.2 The Other Party shall make an assignment for the benefit of its creditors, shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

ARTICLE 21

Short Form Lease

If requested by either party, the Parties shall execute a memorandum of lease for recordation in the Office of the Register of Deeds of Jones County, North Carolina, which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.

ARTICLE 22

Miscellaneous

22.1 Condition of Premises and Equipment. Landlord shall furnish to Tenant the Leased Premises and Equipment in substantially the same condition as existing on the Contract Date.

22.2 Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by the party to be charged therewith.

22.3 Severability. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such

unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

22.4 Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

22.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

22.6 Assignment and Subletting. Except as may otherwise be expressly provided herein, Tenant shall not assign any right, obligation, or liability arising hereunder without Landlord's prior written consent, which consent may be withheld for any reason. Any such assignment or attempted assignment shall be null and void. Nor will Tenant sublet the Leased Premises without first having obtained the written consent of the Landlord, which consent may be withheld for any reason.

22.7 Laws and Regulations. The Tenant at its own cost and expense shall comply promptly with all laws, rules and orders of all federal, state and municipal governments or departments which are applicable to the Leased Premises, and shall not knowingly utilize the premises for any illegal, unsafe, or offensive purposes, functions or acts whatsoever.

22.8 Covenant of Further Assurances. The Parties agree that from and after execution of this Agreement, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

22.9 Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent or other charges due under this lease, or on account of any default of the terms and provisions of this lease, or to enforce or interpret any of the covenants, terms, provisions, agreements, or conditions of this lease, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys' fees incurred by such party as part of the costs of such action, the amount of which shall be made part of any judgment or decree rendered.

22.10 Headings. Headings in this Agreement are for convenience and reference only and shall be not used to interpret or construe its provisions.

22.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures to this Agreement shall be as valid and binding as a signed original.

22.12 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Exclusive venue for any action, whether in equity or in law, shall be Jones County, North Carolina.

22.13 Consideration. The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto agreeing to the matters and things set forth herein.

IN TESTIMONY WHEREOF, the parties have duly and properly executed this Agreement, as of the Contract Date.

**LANDLORD:
JONES COUNTY**

By: _____
Chairman

ATTEST:

Clerk

-COUNTY SEAL-

TENANT:

By: _____ (SEAL)

Its: _____

SCHEDULE A
(Equipment)

Budget Amendment

Date: 12/17/2018

Fund: General

Fiscal Year: 2018-2019 Amendment #6

Increase Revenues

Restricted Health	Child Health	11-0211-4516-02	134.00
Restricted DSS	Welfare - Administration	11-0212-4531-00	13,605.00
Total Increase in Revenues			13,739.00


Increase Expenditures

Child Health	Mileage	11-5161-5311-00	134.00
LIEAP	LIEAP Payments	11-5481-5298-10	13,605.00
Total Increase in Expenditures			13,739.00


Chairman


County Manager


Clerk to the Board


Finance Officer



COUNTY OF JONES
JONES COUNTY TAX OFFICE

Hope Avery
Tax Administrator/Assessor

P.O. BOX 87
Trenton, NC 28585-0087

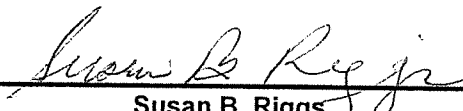
Susan Riggs
Tax Collector

December 5, 2018

Jones County Tax Collector:

For the Month of November:

2018 Levy Collection by Tax Office:	\$ 1,123,226.65
2018 Levy Collection by NCVTS:	54,804.84
2009-2018 Levy Collection:	17,052.27
Total Levy Collection:	\$ 1,195,083.76


Susan B. Riggs
Jones County Tax Collector

2018 Levy as of 11/30/2018: \$ 6,609,407.45

Collected on 2018 Levy as of 11/30/2018: 2,820,291.32

Other Levy Reduction:

Releases:	-
Refunds:	(251.14)
Write-Offs:	(0.04)
Total Levy Reduction:	\$ 2,820,040.14

Percent (%) of Levy Reduced as of 11/30/18: 42.67%

Percent (%) of Levy Reduced as of 11/30/17: 43.16%